

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

GILEAD SCIENCES, INC., <i>et al.</i> ,	X	
	:	
Plaintiffs,	:	Case No. 21-cv-4106-AMD-RER
	:	
v.	:	
	:	
SAFE CHAIN SOLUTIONS, LLC, <i>et al.</i> ,	:	
	:	
Defendants.	:	
	X	

**CONSENT JUDGMENT AND PERMANENT INJUNCTION
AS TO CM PHARMA DEFENDANTS**

On consent Plaintiffs Gilead Sciences, Inc., Gilead Sciences Ireland UC, and Gilead Sciences, LLC (together, “Gilead”) and Defendants CM Pharmaceuticals LLC, Jeffrey W. Gafnea, and Robert W. Gafnea (together, the “CM Pharma Defendants”), and pursuant to Fed. R. Civ. P. 54(b), it is hereby ORDERED, ADJUDGED, and DECREED:



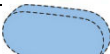


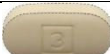
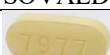
1. The CM Pharma Defendants, and their predecessors, successors, agents, and assigns, or any other person in active concert and participation with them, are enjoined from importing, purchasing, selling, distributing, marketing, or otherwise using in commerce in the United States any Gilead Products (as defined below), including authentic products, or assisting, aiding or abetting any other person or business entity in engaging in or performing any of the activities referred to in this paragraph.

2. The CM Pharma Defendants may not invest in, control, have any direct ownership interest in, work for, lend money to, or participate in any business that sells, manufactures, or distributes any Gilead Products (as defined below). However, nothing in this Consent Judgment

and Permanent Injunction shall prohibit CM Pharma from owning less than 10% of any publicly-traded company.

3. The “Gilead Products” are defined as all products manufactured by or sold by Gilead or its subsidiaries in the United States, including but not limited to all products bearing anywhere any of the Gilead Marks (as defined below), whether on the product itself or any of its packaging.

4. The Gilead Marks include the following:

Trademark	Registration Number	Registration Date
GILEAD	3251595	June 12, 2007
	2656314	December 3, 2002
GSI	3890252	December 14, 2010
BIKTARVY	5344455	November 28, 2017
DESCOVY	4876632	December 29, 2015
DESCOVY FOR PREP	5912591	November 19, 2019
9883	5467392	May 15, 2018
	5636131	December 25, 2018
	5906177	November 12, 2019
	5030567	August 30, 2016
	5154303	March 7, 2017
TRUVADA	2915213	December 28, 2004
GENVOYA	4797730	August 25, 2015
ATRIPLA	3276743	August 7, 2007
RANEXA	3094007	May 16, 2006
VOSEVI	5259592	August 8, 2017
STRIBILD	4263613	December 25, 2012
	6031751	April 14, 2020
SOVALDI	4468665	January 21, 2014
	5018106	August 9, 2016
7977	4585257	August 12, 2014

5. Nothing in this Consent Judgment and Permanent Injunction is or shall be construed as an admission, express or implied, by any party, including an admission of any liability, wrongdoing, or violation of law.

6. In addition to other remedies, including damages, for contempt of this Permanent Injunction, in the event of breach or violation of the terms of this Permanent Injunction by the CM Pharma Defendants, or their predecessors, successors, agents, and assigns, or any other person in active concert and participation with him, Gilead is entitled to a preliminary and permanent injunction against the breaching conduct solely upon a showing of likelihood of success of establishing that such a breach occurred.

7. If a court of competent jurisdiction finds that any of the CM Pharma Defendants has violated the prohibitions of this Consent Judgment and Permanent Injunction, Gilead is entitled at its election to either liquidated damages of one hundred times (100x) the U.S. Wholesale Acquisition Cost (“WAC”) price of the authentic product that the CM Pharma Defendants sold (individually, or on their behalf by agents, attorneys, servants, employees, successors, heirs, assigns, executors, representatives, or any other persons in active concert or participation with them in violating this Consent Judgment and Permanent Injunction) that violate this Consent Judgment and Permanent Injunction; or to Gilead’s actual, statutory, and punitive damages as may be permitted by law. In any action, regardless of which measure of damages Gilead selects, Gilead shall be entitled to recover its attorneys’ fees and investigatory fees for finding and demonstrating that any of the CM Pharma Defendants has violated this Consent Judgment and Permanent Injunction.

8. This Consent Judgment is entered pursuant to Fed. R. Civ. P. 58, and this action is hereby dismissed with prejudice against the CM Pharma Defendants only, without costs or attorneys’ fees, save that this District Court shall retain jurisdiction over this action, including over implementation of, or disputes arising out of, this Consent Judgment or the settlement of this action with regard to the CM Pharma Defendants. A prevailing party, in addition to any award of

damages or injunctive relief, shall be entitled to an award of actual attorneys' fees in any such dispute.

DATED: January 16, 2024

PATTERSON BELKNAP WEBB & TYLER LLP

By:



Geoffrey Potter
Aron Fischer
Timothy A. Waters
Thomas P. Kurland

By:



Jeffrey W. Galnea
on behalf of himself, CM
Pharmaceutical LLC, and
Robert W. Gafnea

1133 Avenue of the Americas
New York, NY 10036-6710
T: 212-336-2000
F: 212-336-2222
E: gpotter@pbwt.com
afischer@pbwt.com
twaters@pbwt.com
tkurland@pbwt.com

*Attorneys for Plaintiffs
Gilead Sciences, Inc., et al.*

IT IS SO ORDERED

s/Ann M. Donnelly

HON. ANN M. DONNELLY, U.S.D.J.

Dated: January 17, 2024